

United States District Court
Southern District of New York

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Kim Curtis and Scott Curtis,

Plaintiffs,

COMPLAINT

- against -

Plaintiffs Demand Trial by Jury

Hilton Worldwide Holdings Inc., Hilton Garden Inn
New York/Central Park, Hilton Garden Inns
Management LLC, Moinian LLC,
The Moinian Development Group LLC,
237 West 54th St. LLC,
Five Lakes Manufacturing, Inc.,
Marshfield Door Systems Inc., and Pav-Lak
Contracting Inc. Kota Drywall Corp.,

_____ civ _____

Defendants.

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Plaintiffs, as and for their complaint, allege that at all relevant times hereinafter mentioned:

1. Plaintiffs are citizens of Ohio.
2. Defendant Hilton Worldwide Holdings Inc. and Defendant Hilton Garden Inn New York/Central Park are Virginia corporations with their principal place of business at 7930 Jones Branch Drive, McLean, Virginia, 22102, and Defendant Hilton Garden Inns Management LLC is a Delaware limited liability company with its principal place of business also at 7930 Jones Branch Drive McLean, Virginia, 22102 (hereinafter the "Hilton" Defendants).
3. Defendant Moinian LLC and Defendant The Moinian Development Group LLC, d/b/a The Moinian Group, are New York state domestic limited liability companies

with their principal place of business at 530 Fifth Avenue, Suite 1800, New York, NY 10036 (hereinafter the “Moinian” Defendants).

4. Defendant 237 West 54th Street LLC is a New York state domestic limited liability company with its principal place of business in New York, NY.
5. Defendant Five Lakes Manufacturing, Inc., is a Michigan corporation with its principal place of business at 24400 Capitol Boulevard, Clinton Township, Michigan 48036.
6. Defendant Marshfield Door Systems Inc., is a Wisconsin corporation with its principal place of business at 1401 East 4th Street, Marshfield, Wisconsin 54449.
7. Defendant Pav-Lak Contracting, Inc., is a New York corporation with its principal place of business at 325 Marcus Blvd - #1, Hauppauge, New York 11788.
8. Defendant Kota Drywall Corp., is a New York corporation with its principal place of business at 11 Brick Court, Suite 3, Staten Island, New York 10309.
9. The matter in controversy exceeds the sum of \$75,000 exclusive of costs and disbursements.
10. By reason of the diversity of citizenship and the amount in controversy, this honorable Court has jurisdiction.
11. All Defendants are subject to the personal jurisdiction of this Court pursuant to New York Civil Practice Law and Rules Sections 301 and/or 302.
12. On September 3, 2015, Plaintiffs checked into the Hilton Garden Inn New York located at 237 West 54th Street and owned and operated by the Hilton Defendants.
13. Upon checking in, the Plaintiffs observed that the handle to the bathroom door in their room was broken and advised the front desk thereof.

14. Plaintiffs were assured by the front desk that the handle would be repaired; however, when Plaintiffs returned from dinner, the handle was still not repaired.
15. Plaintiffs again called the front desk and were advised there were no other vacant rooms in the hotel; therefore, Plaintiffs stayed overnight in the room.
16. The next day, when Plaintiff Kim Curtis was attempting to use the bathroom door, it collapsed upon her.
17. Ms. Curtis suffered permanent personal injuries that has necessitated medical care and treatment and will require further medical care into the future.
18. The injuries suffered by plaintiff Kim Curtis were caused by:
 - a. the negligence and/or recklessness of the Hilton Defendants, Defendant 237 West 54th Street LLC, Defendant Moinian LLC and Defendant The Moinian Development Group LLC, d/b/a The Moinian Group, in the construction, operation and maintenance of the hotel;
 - b. the negligent and/or reckless installation of the subject door and hardware by Defendant Pav-Lak Contracting Inc. and Defendant Kota Drywall Corp.;
 - c. and by Defendant Five Lakes Manufacturing, Inc. and Defendant Marshfield Door Systems Inc. in negligently manufacturing and/or negligently or defectively designing the subject door and hardware.
19. The limitations set forth in Article 16 of the New York CPLR do not apply to this case.
20. By reason of the aforesaid, Plaintiff Kim Curtis is entitled to damages in a sum that exceeds \$75,000 exclusive of interest and costs.

SECOND CAUSE OF ACTION

21. Plaintiff repeats, realleges and reiterates each and every allegation contained in paragraphs “1” through “20” inclusive of this Complaint as if more fully set forth at length herein.
22. Plaintiff Scott Curtis is and was at all relevant times herein the lawful husband of Plaintiff Kim Curtis.
23. Plaintiff Scott Curtis lost the society, services and consortium of Plaintiff Kim Curtis due to the aforesaid injuries.
24. By reason of the above, Plaintiff Scott Curtis is entitled to damages in a sum that exceeds \$75,000 exclusive of costs and interest.

WHEREFORE, Plaintiffs demand judgment against the Defendants in a sum that exceeds \$75,000 exclusive of costs and interest, together with such other relief as this Court deems warranted.

Dated: April 6, 2018
New York, New York

Respectfully submitted,
for the Plaintiffs



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